

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 - 122
2. CONTRACT NO.	3. SOLICITATION NO. M/OP-01-1363	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/20/2001	6. REQUISITION/PURCHASE NO. 10287/2520
7. ISSUED BY US Agency for International Development M/OP,RRB 7.09-123 Washington, D. C. 20523-7100 Attention: RFP M/OP-01-1363		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and See L.15 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 2:00 PM(hour) EST local time 1-22-02 (date) CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Michael Gushue/Dean Pike	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS Mgushue@usaid.gov Dpike@usaid.gov
		Intl CODE 202	NUMBER 712-5675	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	18. OFFER DATE
AREA CODE	NUMBER	EXT.		
17. SIGNATURE				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	
26. NAME OF Contracting Officer (Type or print)		27. UNITED STATES OF AMERICA	

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide Accelerated Microenterprise Advancement Project Support (AMAP) to USAID Washington and Mission based operating units with services required for microenterprise development. The term of the contract is four years and one one-year option period.

Services shall be performed in accordance with Sections C and F of this contract. Support for this program will be implemented under this contract in accordance with the task order system outlined in Section F.

This is an indefinite delivery, indefinite quantity type contract instrument using:

1. Task orders to provide technical direction, a ceiling price for tasks and obligations of funds;
2. Fixed daily rates for U. S. expatriates;
3. Reimbursement of actual salaries for locally hired national personnel and other non-U. S. personnel;
4. Fixed multipliers applied to salaries of locally hired national personnel and other non-U. S. personnel;
5. Reimbursement of reasonable, allowable and allocable other direct costs not covered by the above, and;
6. Modified time-and-material payment provisions.

B.2 TYPE OF CONTRACT

This is an Indefinite Delivery, Indefinite Quantity (IQC), Time and Materials type contract. For the consideration set forth below in Section B, the contractor shall provide the deliverables, described in Section F, in accordance with the performance standards, also specified in Section F.

B.3 OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds of at least \$25,000 to cover a minimum of services, which will be applied towards the first task order(s). Following this initial obligation, individual task orders will obligate funds to cover each task.

B.4 OTHER DIRECT COSTS

(Note: USAID will allow contractors to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).)

1. Other direct costs necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the fixed daily rates or multipliers shall not be charged as an other direct cost.

2. The cognizant Contracting Officer will make a determination whether or not other direct costs and applicable indirect costs (on ODCs) are allowable, allocable and fair & reasonable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

3. No profit or fee will be applied to other direct costs.

B.5 ESTABLISHMENT OF INDIRECT COSTS (ODCS)

Establishment of Indirect Cost Rates (Applied to ODCs Only): Pursuant to the clause of this contract entitled "Allowable Cost and Payment", an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which will apply to this contract, payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below (for applicable ODCs under task orders, as authorized by the cognizant Contracting Officer):

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
1/	Base of Application: Type: Period:			
2/	Base of Application: Type: Period:			

(Note: The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.)

B.6 TASK ORDER CEILING PRICES

Each task order will have a ceiling price. The contractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the Contracting Officer. Each task order will include a mix of professional labor categories, a maximum number of workdays, and other direct costs.

B.7 TASK ORDER LIMITATIONS

1. Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$25,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$25,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.
2. Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$20,000,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$20,000,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.
3. Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities (see Section H of this contract); or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 (see Section H.6. of this contract), the Contractor, after written notification to the CTO, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

B.8 MINIMUM AND MAXIMUM FOR CONTRACT

1. Minimum Cumulative Guarantee

USAID guarantees that it shall order, and the Contractor is guaranteed to receive, a minimum amount of \$25,000 for services or reports and other deliverables during the term of this contract.

2. Maximum Ordering Limitation

The maximum cumulative amount for all contract awards under the Accelerated Microenterprise Advancement Project(AMAP)is \$180,000,000.

B.9 PRICE SCHEDULE

1. U. S. Personnel - Fixed Daily Rates

The task order will cite the applicable fixed daily rates selected from the Table of Fixed Daily Rates, contained in Attachment 7. Fixed-daily rates are broken out by contract Years 1-3; Year 4; and Option Year 5. The fixed daily rates in effect when the task order is executed will remain in effect for the entire task order period.

Each fixed daily rate listed in Attachment 7 -Table of Fixed Daily Rates is "loaded" and shall include the salary cost or consulting fee of the individual providing the services, payroll costs (fringe benefits, FICA, etc.), indirect costs applicable to labor, all home/corporate office secretarial/administrative support (Domestic and International), all computer rental (Domestic and International), all report preparation costs, contract management (See Section C), DBA, MEDEVAC and profit or fee, if any. At posts where Danger Pay allowance, post differential, and other allowances (i.e., housing, education, etc.) are granted, these allowances may be budgeted as a direct cost, but not included in the fixed daily rate. Fixed daily rates shall include consideration of the contractor's established personnel policies and procedures, except what is covered as Other Direct Costs.

(Note: Fixed Daily Rates shall not include or be applied to costs covered as other direct costs such as travel and transportation, costs of a local office, etc. USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their allowability would be determined on a case-by-case basis as a direct cost. (These costs are not to be considered part of the fixed daily rates.)

The fixed daily rates set forth in Attachment 7 - Table of Fixed Daily Rates shall be fixed for the contract period and shall not be adjusted or re-negotiated.

The fixed daily rate is based on a 8-hour workday.

[Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable fixed daily rate for work days performed in Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5 (option year). Extensions that will cause existing task orders to extend into a subsequent rate period would not typically involve a change in the allowable fixed daily rate under that task order. Under these circumstances, all changes in the allowable rates are subject to the cognizant Contracting Officer's discretion.]

2. Labor Categories

See Attachment 7- Table of Fixed Daily Rates

3. Labor Categories - Levels of Qualifications

Level I: A Level I specialist is expected to have at least 2 years experience in his/her area of specialization with some experience working in microenterprise development organizations. The expert will have worked in areas related to this

specialization. He/she will have participated in short term field assessments in their area of specialization or have at least 1 years overseas experience. The specialist will have an advance degree in their area of specialization or a closely related field, have demonstrable written and public presentation skills, have a proven ability to work with others in the development and timely delivery of high quality deliverables and have fluency in English, Spanish or French as required. A total of 2 years of work experience in microenterprise development may substitute for an advanced educational degree.

Level II: A Level II expert is expected to have at least 5 years experience in his/her area of specialization with at least 3 years substantive involvement in the field on microenterprise development. The expert will have advised local organizations and international affiliates working in his/her specialty area. The expert typically will have at least 1 year experience overseas. The expert will have an advanced degree in his/her area of specialization or a related field, have demonstrable written and public presentation skills, have a proven ability for the timely delivery of high quality program products and have fluency in English, Spanish, or French as required. A total of 5 years work experience in microenterprise development may substitute for an advanced educational degree.

Level III : A Level III expert is expected to have at least 10 years experience in his/her area of specialization with at least 5 years substantive involvement in the field on microenterprise development. The expert will have advised government, private commercial or non-profit organizations in the areas of his/her specialty at the board and senior management staff levels and served as a chief of a technical assistance team. The expert will typically have at least 3 years experience overseas, an advanced degree in his/her area of specialization or a related field, have proven leadership skills, demonstrable written and public presentation skills, have a proven ability to manage the development and timely delivery of high quality program products and have fluency in English, Spanish, or French as required. A total of 7 years work experience in microenterprise development may substitute for an advanced educational degree.

The contractor will have a task order manager. This individual shall have the knowledge and experience in microenterprise development; ability to attract, lead, manage and retain a diverse team of microenterprise professionals; contribute to the body of microenterprise development theory; and have strong interpersonal and communications skills.

NOTE: The qualification level requirements should be interpreted as follows concerning work experience in a developing country: to meet this aspect of the qualifications, work experience on international development problems in the United States or other "developed" country may be substituted for work experience in a developing country.

In order to perform the scope of work set forth in Section C, the Contractor shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated above. The qualifications in the categories shall correspond to the applicable fixed daily rates provided in Section B.

4. Non U. S. Personnel

All locally hired non - U. S. national personnel and other non-U.S. personnel shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. (Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is a resident of the United States, and is provided the same benefits and on the same pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. fixed daily rates for those TCNs and CCNs. These requests will be reviewed on a case-by-case basis and will be subject to the prior approval of the cognizant Contracting Officer.)

The negotiated rates for individual locally-hired personnel and other non-U.S. personnel shall be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary/or and consultant rate history over the most recent 3-year period. Annual salaries will be converted to hourly rates by dividing the annual figure by 2080 hours per year. Contractors may use other than 8 hour workdays, provided the contractor's payroll policies and procedures already contain an alternate work schedule option and consistent with AIDAR 731.205-6(a). Rates/salaries shall not exceed the established current ES-6 annual rate. (Note: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.)

5. MULTIPLIER

The multiplier listed below should be applied to the negotiated unburdened daily salary of locally hired national personnel or other non-US personnel only.

The multiplier shall include indirect costs applicable to labor, all home/corporate office secretarial/administrative support (Domestic and International) all computer rental (Domestic and International), all report preparation costs, contract management, and profit or fee, if any. (The multiplier shall NOT include DBA or MEDEVAC insurance. To the extent that these costs are authorized, they will be treated as direct costs.)

{Note: The Locally-Hired National Personnel or Other Non-U.S. Personnel multiplier shall not include or be applied to costs covered as other direct costs such as travel and transportation, costs of a local office, and bonuses (such as holiday, Christmas, or other bonuses). USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their allowability would be determined on a case-by-case basis as a direct cost. These costs are not to be considered part of the multiplier. Fringe benefits and social welfare costs for locally-hired or non-U.S. personnel will be reimbursed as direct costs if allowable/authorized under task orders; they are not to be considered part of the multiplier.}

The fixed multiplier for locally hired national personnel and other non-U.S. personnel under this contract is:

Contract Years 1-3: _____
Contract Year 4: _____
Contract Year 5: _____
(Option Year)

Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable multiplier for work days performed in Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5 (option year). Extensions that will cause existing task orders to extend into a subsequent multiplier period would not typically involve a change in the allowable multiplier under that task order. Under these circumstances, all changes in the allowable multiplier are subject to the cognizant Contracting Officer's discretion.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. General Description of the Contract

The Accelerated Microenterprise Advancement Project (AMAP) is a four-year and one one-year option period \$180 million project. The project has been designed to provide USAID Washington and Mission-based operating units with services required to establish, deepen and/or expand their activities in microenterprise development. The AMAP facility will provide quick and effective technical assistance, training, financial and evaluative services required to design, implement, evaluate and coordinate the delivery of creative, state-of-the-art microfinance and business development services to the world's poor. AMAP has been designed to: expand the delivery of financial and business development services providers to microentrepreneurs; increase the capacity of financial and business development service providers to microenterprises; support basic and applied research on key issues in the microenterprise development field; improve the legal, regulatory and operational environment for microentrepreneurs and the institutions that serve them; and expand the dissemination of best practices to USAID Missions and operating units, USAID-sponsored programs and the microenterprise development field.

AMAP is being initiated under the Office of Microenterprise Development's Microenterprise Innovation Project (MIP) (No. 940-0406). Approved in 1995, this project is one of the major implementing vehicles of USAID's Microenterprise Initiative. The Initiative, which was launched in 1994, comprises a set of policies, strategies and specific actions, which have been designed to make microenterprise development a prominent part of USAID's economic growth and poverty alleviation strategies.

The initiative focused on a number of overlapping and complementary themes:

- Achieving greater outreach and significant scale in microenterprise programs,
- Strengthening financial and business development services organizations and the markets in which they operate,
- Supporting local institutional development and long term viability,
- Expanding outreach to women and the very poor,
- Developing systems that provide performance and impact information that focuses on results, and
- Expanding the understanding and application of proven microenterprise approaches and interventions.

The Microenterprise Development Office (G/EGAD/MD) was created in 1995 to be the main hub of technical resources and the management unit for the centrally-funded Microenterprise Innovation Project (MIP). Following approval of MIP, the office began developing and implementing a number of programs designed to provide both the financial and operational tools that USAID, its Missions and other partner organizations needed to expand, strengthen and assess the impact of the flow of microenterprise services to the poor. This approach provided two sets of support services: operational and financial support.

Operational Support. From 1994 to 1999, USAID through G/EGAD/MD microenterprise programs supported the following three initiatives:

The Microenterprise Best Practices (MBP) program, the objectives of which are to expand the knowledge base of the microenterprise field and to improve the design and implementation of USAID-supported projects. MBP carries out operational research, provides small grants and is the principle vehicle to disseminate information on the programs of the Microenterprise Development (G/EGAD/MD) Office.

The Assessing the Impact of Microenterprise Services (AIMS) project, the object of which is to produce methodologically rigorous impact assessment, develop and test tools for practitioners, provide technical services to USAID missions and partners, and exchange information.

The MicroServe project, the objectives of which are to increase the capacity of USAID Missions, Agency personnel and implementing organizations to undertake microenterprise programs and improve the design and implementation of USAID-supported projects.

In addition to the above operational support activities, in FY 2000 G/EGAD/MD entered into a two year buy-in agreement under USAID's SEGIR: General Business, Trade and Industry Project (GBTI). This resulting contract provides the technical and administrative support required by G/EGAD/MD to implement the grant programs discussed below and develop and administer a comprehensive information dissemination program.

Financial Support. To complement the operational program contracts above, G/EGAD/MD has also managed two substantial funding programs: the Implementation Grants Program (IGP) and the Program for Innovation in Microenterprise (PRIME). Of the \$110 million committed to microenterprise development, approximately \$66.0 million or 60% has been for the IGP grants and \$27.5 million or 25% has funded PRIME activities (in which G/EGAD/MD co-funds high-priority microenterprise development activities with Missions).

The Implementation Grant Program (IGP) awards cooperative agreements, primary to international practitioners who assist local providers of financial and business development services. The objective of the financial services IGP is to expand microfinance service provision by increasing the scale, financial viability and efficiency of local institutions that provide credit and savings services. The objective of the business development services IGP is to stimulate the business services markets, which support resource-poor entrepreneurs.

The Program for Innovation in Microenterprise (PRIME) provides co-financing to programs managed by USAID missions. The purpose of the PRIME fund is to encourage missions to explore new microenterprise strategies as part of their portfolio of development investments, improve the quality of existing microenterprise activities, and ensure that top quality, innovative activities receive adequate funding.

Over the past five years, the programs that G/EGAD/MD has administered have made a significant difference in the level of USAID investments in microenterprise development. Between 1993 and 1999, the Agency's financial support of microenterprise activities increased 60% from \$96.0 to \$153.5 million. For example, by 1999 USAID's microfinance programs were serving 2.0 million clients through 277 USAID-assisted institutions that had a total portfolio value of \$667 million. 70% of all microfinance institutional clients were women and 69% of all loans were poverty loans. (i.e., so small that the clients are presumed to be quite poor).

In other substantive areas, G/EGAD/MD has also made a difference. The Microenterprise Best Practices program has supported groundbreaking research in support of new product development, microinsurance, BDS performance measurement, microenterprise networks and clusters, the use of microenterprise support services to mitigate the effects of crises such as HIV/AIDS, and others. MicroServe has provided valuable assessments of potential IGP and PRIME investment opportunities and provided short focused field support to 28 USAID Missions. AIMS has completed its longitudinal study of the household impacts of microfinance, developed simple tools that practitioners can use to assess impact and client satisfaction, tested the tools worldwide, and trained trainers in how to use them in Africa, Asia, Latin America and Eastern Europe.

By the end of FY 2001, the set of G/EGAD/MD operational support programs will be coming to an end. In early 2000, G/EGAD/MD commissioned an evaluation of the overall MIP strategy, its project components and their impacts. This evaluation found that the overall MIP program was achieving significant results. While the review found that all program components were appropriate, their impact and effectiveness varied. The reviewer noted that the program was not achieving its full potential. He believed that part of the problem revolved around difficulties encountered in collaborating between program components and determining and applying lessons learned.

The review also identifies a number of lessons that would be helpful in shaping future MIP activities. These included the following suggestions:

- The future research agenda should be focused and flexible to respond to changing requirements;
- Research and USAID mission technical services must be more closely tied together;
- Future contracts for microenterprise development services to Missions should allow for long-term implementation; and

- In all cases, knowledge management and the identification and dissemination of best practices are important to ensure cross-fertilization among program components for maximum impact.

The results of the evaluation were discussed in two G/EGAD/MD office retreats in May and November of 2000. These retreats concluded that G/EGAD/MD needed to replace its current operational support contracts, which were coming to a close on or about September 2001 with a new, more flexible, demand-driven service delivery mechanism that would address the constraints above and improve investment performance. G/EGAD/MD concluded that the mechanism would need to continue providing existing support services, expand provision of longer-term services to Missions and other operating units, and strengthen collaboration between services to achieve greater knowledge generation and dissemination of best practices. What follows is a description of the activities and structure of the Accelerated Microenterprise Advancement Project facility (AMAP).

C.1.1 - Program Management

AMAP will have a planned four-year and one one-year option period of performance. The period is believed to be adequate to manage USAID client demand from both Washington and the field over the life of the AMAP contract. The estimated support ceiling for AMAP is based on estimates of demand from two sources:

-The Office of Microenterprise Development currently provides approximately \$4 million in microenterprise-related services, excluding PRIME support, annually to the Agency and its various operating units. These services will continue and should grow slightly, totaling \$25 million by the end of the period of performance.

-Mission and other operating unit task orders to the facility are estimated to reach \$125 million over the contract life. This level of demand for AMAP is based on past Agency investment trends which have annually averaged over \$135 million over the past four years, continued Congressional interest and oversight of the Agency's microenterprise development program, and the demand for similar programs administered by USAID/Washington management units in the areas of health and economic development services. For example, the financial services component of SEGIR, a similar IQC facility operated by G/EGAD/EM, currently provides over 16,000 person days of service valued at \$18.2 million per year. Given this demand level and the fact that USAID's annual commitment to microenterprise development is significantly larger than its support of financial sector development, the AMAP level of effort is considered realistic.

Based on other large scale IQC contracts administered by USAID, G/EGAD/MD estimates the \$94 million of the total support level of \$180 million will support technical assistance services and the remainder, \$86 million, will be used for other direct costs. The total estimated level of effort associated with the overall AMAP is 120,000 person days of service.

-The IQC Project Manager is a key member of the key personnel team and is key to the success of this program. The IQC Project Manager will have expert knowledge of the microenterprise development field; experience in attracting, leading, managing, and retaining a diverse team of microenterprise professionals; have made specific contributions to microenterprise development theory; and have strong interpersonal and communications skills.

C.2. Statement of Work

a) Program Objectives. USAID's overall microenterprise development program is committed to rapidly expanding the availability of sustainable microfinance and business development services to poorer microentrepreneurs throughout the developing world and improving the environment within which they work. This objective is contained in the draft G/EGAD/MD Strategic Objective #10 and related Intermediate Results.

SO # 10: Economic Opportunities for the Poor Expanded

- IR 10.1: Sustained financial intermediaries servicing the poor enhanced and expanded;
- IR 10.2: Business development services and new technologies rolled out which benefit the poor; and
- IR 10.3: Pro-poor economic policies and tools developed and disseminated.

To achieve these results, USAID needs to continue focusing on developing capacity within its own organization and in others to expand services to targeted microentrepreneurial populations, promote the development of local business and financial services markets that meet the needs of microenterprises, and create the tools needed to

identify and develop new and more effective microenterprise interventions and improve the enabling environment for the smallest entrepreneurs.

The objectives of AMAP are to:

- Expand the delivery of financial and business development services to microentrepreneurs and low-income households,
- Increase the capacity of financial and business service providers to serve microenterprises;
- Expand the dissemination of best practices in USAID-sponsored programs in the microfinance and business development services field; and,
- Promote the development and adoption of policy, laws and regulations that encourage the start-up, stabilization, and competitiveness of microenterprises and the institutions and markets that serve them.

b) Contractor Services. To achieve these objectives, G/EGAD/MD is seeking the services of contractors to provide two general types of services:

- Assist USAID operating units, including those in USAID/Washington, in designing, implementing, evaluating and coordinating creative state-of-the-art activities that help the poor develop their businesses so that they increase income, build assets, reduce their vulnerability and contribute to overall economic growth.
- Assist G/EGAD/MD in strengthening its evaluation, knowledge generation, administrative, and coordination capacity to more effectively support USAID operating units. A critical element under this project component will be to assist G/EGAD/MD to coordinate implementation across all AMAP-supported activities, convene periodic meetings where implementers can share lessons learned, and provide a vehicle to introduce new approaches to implementers to assure that they are incorporated into future program support activities

The chart in Attachment 9 - Illustrative Involvement of Offerors in AMAP illustrates the three (3) areas of Substantive Involvement and six (6) Functions under this work requirement. Areas of Substantive Involvement include Micro Finance, Business Development Services, and Enabling Environment. The Functions include Strategic Planning, Institutional Support, Human Capacity Development, Monitoring and Evaluation, Knowledge Generation, and AMAP Support Services.

C. 3. Description of Technical Services

The technical areas described below.

C.3.(a) Technical Areas

This SOW continues the services previously provided under G/EGAD/MD's four operational programs; Microenterprise Best Practices (MBP), Assessing the Impact of Microenterprise Services (AIMS), MicroServe and task order to G/EGAD's SEGIR project.

In addition to continuing services provided under these existing mechanisms, AMAP expands service provision in a number of important ways. These include:

- The provision of long-term technical assistance, not previously provided under MicroServe, to assist USAID operating units in the design and implementation of longer-term microenterprise development strategies and programs.
- The expansion of task orders to allow USAID operating units to support more complex microenterprise development programs that facilitate the integration of research, field implementation and training into comprehensive implementation models.
- The inclusion of a small grants facility to support the flexible implementation of experimental research and development activities. This facility is discussed in more detail below.
- The expansion of project support services currently being provided through a task orders to the SEGIR program to implement MD's field and administrative support efforts.

G/EGAD/MD believes that this set of AMAP services will assist USAID customers, including G/EGAD/MD and other Washington-based units, to expand and/or strengthen the performance of their microenterprise development support efforts, develop and use assessment and performance information to create more and better services for the poor, and strengthen the human resource base that underpins the worldwide microenterprise industry.

Contractors interested in providing services under the substantive areas component of AMAP will provide support for long- and short-term technical assistance, training, research and pilot programs. Services will be provided in a variety of different areas: strategic planning and policy, knowledge generation, institution and network development, human capacity development, and monitoring and evaluation. Contractors interested in providing services under the support component of the program will provide services related to cross-program knowledge generation and dissemination, program and Agency results monitoring and analysis, communication, and program administration and management.

Areas of Substantive Involvement, Functions, and Tasks

AMAP has defined three areas of substantive involvement: microfinance, business development services and enabling environment for microenterprise.

MICROFINANCE. This includes all aspects related to the provision of financial services (enterprise credit, savings, insurance, etc.) to microentrepreneurs and poor households, including the legal and regulatory environment for microfinance;

BUSINESS DEVELOPMENT SERVICES. Refers to the provision of business services (market access, product development, technology support services, training etc.) to microenterprises owned by poor individuals, particularly through development of those services markets.

ENABLING ENVIRONMENT. Refers to the host of policies, incentives, actions, and research that will facilitate the entry, growth and maintenance of tiny enterprises of the formal and informal sectors and level the playing field between micro-scale and larger firms.

In each of the technical areas, the contractor will provide a variety of services to USAID operating units on demand. Tasks are described below:

Strategic Planning. Support for strategic planning, policy and regulatory development has in the past been provided to Missions under the MicroServe Program. AMAP would continue service provision and expand it to include support for implementation. AMAP support would: assist individual USAID operating units to develop strategies, design and implement microenterprise development activities, and design and assist in the promotion of sound legal and regulatory environments to increase the sector's competitiveness. Tasks include:

- Develop policy papers that lay out options available to USAID/W, regional bureaus and missions in the development of microenterprise policies, strategies, and interventions;
- Identify, analyze and design microenterprise development interventions, including those that cut across traditional programming lines (e.g., microenterprise service delivery to mitigate the effect of HIV/AIDS);
- Design activities tailored to Mission strategies that assess the impact of microenterprise investments;
- Develop effective microenterprise legal, policy and regulatory reforms that facilitate improved microenterprise operations or functioning of microfinance and business development service markets; and
- Develop and disseminate case studies and tools that can be used by USAID operating units or their partners to identify problems, make change or alter policy or regulatory regimes inhibiting the productivity of the microenterprise sector.

Institutional Support. Operational and institutional support for microenterprise development institutions has in the past been supported through the MicroServe program. While AMAP will continue to provide many of the same services, it will

expand and lengthen Mission buy-in capabilities to provide both short- and long-term support. This AMAP component could assist microenterprise support institutions to deepen and expand their client base through institutional support and partnering. It could work with facilitator organizations to strengthen private microfinance and BDS markets. It could also support the development and operations of international, regional, national and local microenterprise associations and networks. Tasks include:

- Provide long- and short-term technical assistance required by Missions and their partners to ensure the success/performance of microenterprise programs;
- Assist in the design and implementation of programs that strengthen and introduce client-responsive management and product development systems within a wide variety of financial and business service providers and facilitators;
- Develop state-of-the-art tools that microenterprise support institutions can use to understand clients, refine existing products, expand cost-effective outreach, and streamline operations;
- Assist USAID partners (NGOS, commercial firms, cooperative development organizations, etc.) to expand into new market segments or offer new products to microentrepreneurs and low-income households;
- Identify and develop the services that networks and associations could provide to member or affiliate institutions, e.g. training, technical assistance, advocacy/legislative services, information services, and so on; and
- Identify and help develop market research and market facilitation capacity and structures needed to stimulate the growth and deepening of microfinance and business development services markets.

Human Capacity Development. Without a well-trained, dedicated cadre of microenterprise development specialists in USAID Missions, NGOs, private sector firms and other implementing partners, the growth of financial and business development services needed to meet the demands of poorer microentrepreneurs will be insufficient. Access to high-quality training services that incorporate experience of past investments is needed. To accomplish these goals, AMAP will need to develop improved training materials that integrate research results and implementation experience. Further, it will conduct training programs using these materials to strengthen design and implementation of microenterprise development programs in Washington and the field. Tasks include:

- Managing invitational and observational travel programs that bring people involved in the development of microfinance and business development service institutions and markets together to learn and discuss new approaches;
- Collaborating with offer donors on the development of new and improved curriculum to be in microfinance and business development services training;
- Developing and administering a partial scholarship fund that supports field participation in high-quality training opportunities;
- Conducting training for staff of microfinance institutions, BDS practitioners, networks or others in microenterprise best practices; and
- Designing and administering in-house training programs for USAID mission and Bureau personnel in areas such as business development services, microfinance best practices, program monitoring, and results reporting and analysis.

Monitoring and Evaluation. It is critical for USAID operating units to set, use and hold themselves accountable for a set of program-related performance measures. These measures not only allow USAID missions to tell their story about microenterprise development but also provide them with critical information on activity performance and the management changes that might be required to improve it. To achieve this, AMAP will need to support missions, other USAID operating units and their partners to design and maintain results monitoring programs. Tasks include:

- Assisting USAID missions, other USAID operating units, and their partners in the design of monitoring and evaluation systems that measure the impact of microenterprise interventions;
- Performing periodic reviews, reports, assessments and evaluations of microenterprise program investments;

- Implementing baseline surveys required to initiate program monitoring and evaluation;
- Assisting USAID missions, other USAID operating units and their partners to modify their microenterprise results reporting systems to reflect adjustments in the Agency's strategic plans and objectives;
- Maintain and update databases through periodic surveys and information gathering efforts; and
- Developing mechanisms that assure that monitoring and evaluation information is fed into the overall AMAP program monitoring and evaluation system and that this performance information is disseminated to relevant stakeholders.

Knowledge Generation. Both the AIMS and MBP programs have been used in the past by the Agency to generate new knowledge about how to implement microenterprise development activities more effectively and measure their impact. However, the MIP review noted that information generated under these efforts was not systematically fed back into design and implementation activities. This AMAP component would not only continue developing information on the best way to go about microenterprise development but would also tie the results of implementation more closely into the program design and innovation process. In addition, activities under this component could support research and documentation of knowledge about the most effective ways to develop, expand and commercialize microenterprise programs. Product design will need to take into consideration the different audiences for USAID microenterprise experience, including USAID itself, other donors, service providers and/or microenterprises. Tasks include:

- Developing a broad-based mechanism to establish and carry out a focused, practical research agenda that is tied to mission/field needs and evolves over time;
- Exploring and pilot-testing innovative approaches to delivery of a wide range of microfinance and business development services and technologies;
- Supporting client-based research and the development of assessment tools to measure the impacts of microenterprise services, client preferences for new and improved services, and product demand;
- Implementing longitudinal studies on the effects of microenterprise support services on clients, enterprises, and local, sub-sector and national markets;
- Supporting NGOs, networks, private firms and others to identify, develop and test new products to meet market demand;
- Developing and maintaining communication systems including e-based systems that keep partners and others within and outside USAID up-to-date on the latest in microenterprise research findings, case studies, assessment notes, lessons learned, etc.;
- Maintaining and improving the USAID Microenterprise Results Reporting system to meet additional needs and improve services to diverse audiences;
- Building a collaborative relationship between the field and Washington that links USAID-supported microenterprise development components and other donor activities; and
- Organizing periodic workshops, meetings and seminars involving G/EGAD/MD collaborators and partners to discuss promising interventions, program achievements, shortfalls, required adjustments, changes in focus and adjustments in resource allocations.

C.3.(b) AMAP Support Services The small business contractors will be required to provide a set of services that assists G/EGAD/MD in improving the administration of its microenterprise support services, improving the coordination between AMAP components, and integrating AMAP services with other G/EGAD/MD activities. The contractors may be requested to provide administrative support for implementation of G/EGAD/MD's grant programs and to support and strengthen G/EGAD/MD administrative services.

To improve coordination, the contractors will be required to provide a set of services across all AMAP activities that encourages dialogue and debate amongst AMAP contractors and between contractors and G/EGAD/MD, draws on information and best practices identified by participating contractors to develop comprehensive approaches to microenterprise development and identifies problems that impede coordinated approaches to implementation

of microenterprise development programs. An illustrative list of potential activities under this AMAP component might include, amongst others:

- Convening of semi-annual seminars for contractors and USAID operating units to discuss program implementation, identify common implementation problems, and identify substantive and operational themes for future focus;
- Drawing lessons, common challenges and issues from the AMAP field support task orders and disseminating them through various means;
- Encouraging a dialogue between contractors, their clients and USAID operating units that moves USAID toward identifying improved approaches to enterprise development;
- Developing a performance monitoring system to track and report on contractors performance in the process of task order implementation (see below for a discussion of the possible criteria to be used in this system);
- Developing mechanisms to assure that new approaches that emerge during the evaluation and monitoring of other AMAP activities are incorporated into G/EGAD/MD grant programming for broader testing and evaluation;
- Providing administrative support services that enhance the implementation of the existing G/EGAD/MD grant programs including the maintenance of databases, status report generation and dissemination, and grants administration;
- Developing and maintaining a comprehensive monitoring and results reporting system for Agency-wide investments in microenterprise development, and analyzing trends and the investment patterns that effect them;
- Developing, organizing and implementing training programs for USAID missions and partner personnel that incorporate lessons learned and tools developed through AMAP implementation;
- Organizing, maintaining and implementing a comprehensive information dissemination program for AMAP and other G/EGAD/MD generated reports, studies, notes, announcements and other related documents; and
- Developing and administering a flexible small grants program for G/EGAD/MD.

The contractor(s) will be required to implement the small grants program to explore a wide variety of “cutting edge” issues germane to the microenterprise development and to pull together and consolidate “lessons learned” from implementation of AMAP and other G/EGAD/MD programs. Topics will be identified by G/EGAD/MD, often with input from USAID missions and operating units, their partners, and AMAP contractors. The contractor(s) will be tasked to arrange seminars, conferences, virtual conferences and other activities to disseminate lessons from the small grants competitions. The Government will provide the contractor(s) with a procedural manual generally describing Government and USAID regulations, procedures, and best practices for grants. The contractor(s) will fully comply with all regulations and procedures. The contractor(s) will be tasked to develop a plan for implementing the small grant facility within three months of AMAP activation. The contractor(s) will be responsible for both the award and administration of small grants. Given the type of initiatives to be supported under the program, grants will be limited to a range from \$25,000 to \$250,000.

C.4. Standards of Performance

Contractors who have been selected to provide goods and services under this IQC should be aware that their individual participation in the IQC will be monitored and performance measured for each of the individual task orders. This performance information will be compiled and shared with Missions and their partners as input in selecting contractors to provide future services. Performance monitoring, which is based on the Standards of Performance – Fair Opportunity to be Considered section (Section F) will be guided by the following criteria:

TECHNICAL COMPETENCE. Performance will be measured by the contractor’s effectiveness on any given assignment. Superior or inferior performance will be measured using the following criteria:

Superior performance:

- technical assistance that produces reports that contain actionable recommendations, which can be successfully implemented by the client organization.

- the ability of the contractor to identify common problems that arise across assignments.
- the ability of the contractor to identify and advise USAID on possible actions that might be taken to resolve problems before they become major constraints.
- the contractor's ability to apply knowledge gained in implementing one program activity to the development of another, e.g., the application of research results to the design of new interventions, the internalization or sharing of best practices so they can be applied to program technical assistance.

Inferior performance:

- technical assistance that results in the provision of superficial or theoretical findings and recommendations that are irrelevant or cannot be implemented.
- a contractor's unwillingness to use inductive reasoning to identify broad-based problems and potential solutions.
- the failure of a contractor to learn from doing and to internalize or share learned insights with other implementing units.

ABILITY TO ASSEMBLE/PREPARE EFFECTIVE EXPERTISE. Performance under this area may be measured in several different ways. For example, the superior contractor recruitment ability goes beyond a simple review of candidates' resumes before submission to USAID. Individually, some candidates might appear qualified on paper, but may lack effectiveness in action. The following criteria will be used to measure superior/inferior performance in this area:

Superior performance:

- management of a recruitment process typically involves reference checks and first-hand contacts with the technical experts proposed.
- ability to assemble teams that function smoothly in a coordinated effort to accomplish the required task..
- fielding and support of teams that takes into consideration how each individual contributes to creating a positive group chemistry when assembling team efforts.
- a prime contractor's ability to use the services of consortia members who exhibit a competitive advantage in given areas.

Inferior performance:

- the presence of disruptive team relations, notwithstanding the sometimes-stellar reputation of individual team members.
- a prime contractor failure to use the superior services of a consortium member in preference to its own services.

TIMELINESS OF PERFORMANCE AND CONTRACTOR RESPONSIVENESS. Performance may be measured by the contractor's ability to maintain open, direct and responsive communication channels with G/EGAD/MD staff and their clients.

Superior performance:

- relationships that are marked by a rapid, helpful response to clients without undue delays.
- the ability of a contractor to work with a client in a flexible manner which moves client and contractor towards shared goal, but remains flexible to take advantage of changing circumstances.
- Submission of reports and other deliverables by due dates established in task order schedule of deliverables and activities.

Inferior performance:

- a lack of strong communication efforts with G/EGAD/MD staff and their clients.

- a contractors dogged reliance on terms of reference and an inability to adjust approaches as circumstances dictate.
- Late submission of reports and other deliverables by due dates established in task order schedule of deliverables and activities.

QUALITY OF PRODUCT OR SERVICE. There are a number of different types of clients who will need services via this IQC, i.e. the Office of Microenterprise Development, other Washington-based bureaus and offices, USAID Missions, various Mission Strategic Objective Teams, and microenterprise service institutions and businesses. Each will require different products, but each will demand superior performance in the form of high-quality deliverables. Superior/inferior performance will be measured using the following:

Superior performance:

- the development of high-quality deliverables that are clear, concise, accurate, well structured and easily comprehended.
- advisory services that generated recommendations that are adopted by the client.
- recommendations that lead to adjustments in regional or Agency-wide policy,
- technical assistance that results in adjustments in strategic approach or program implementation.
- research services that provide findings that are the both credible and practical and provide input into new or improved client activities or products.

Inferior performance:

- the absence of the above indicators.

BUSINESS RELATIONS: The contractor is not only hired to advise clients but to work with them to improve their skills. Superior/inferior performance in this area will be measured by:

Superior performance:

- the increased ability of the client (USAID Mission/PVO/private sector firm/cooperative development organization, etc.) to understand and act on the technical subject matter subsequent to the contractor's provision of services.
- Business like concern for the customer's interests; reasonable and cooperative behavior; effective resolution of problems.

Inferior performance:

- The repeated provision of the same service to a client over an extended period of time.
- Lack of concern for customer's interests; unreasonable and uncooperative behavior; and ineffective resolution of problems.

COST CONTROL. To be effective contractor services must be delivered within the parameters laid out in task orders. Superior/inferior performance under this category will be determined by the following:

Superior performance:

- consistent ability of a contractor to provide the services promised with approved budgets.
- ability to submit current, accurate and complete billings with cost properly allocated and unallowable cost not billed.
- continued capabilities to provide goods and services in a cost effective manner.

- delivery of contract services in the time frame provided.

Inferior performance:

- frequent cost over-runs and delays in the provision of promised deliverables.
- continuing problems with incorrect billings, delays in billing and the submission of unallowable costs.
- cost inefficient delivery of goods and services to client.

MEETING SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REQUIREMENTS/GOALS. The effectiveness of small disadvantaged subcontracting plans, submitted by firms (other than small businesses) will depend on the ability of offerors to implement the plans.

Superior Performance:

-Full implementation of small business subcontracting plan and retaining small business subcontractors through the full period of performance of the contract.

Inferior Performance:

-Only partial implementation of small business subcontracting plan and inability to retain small business subcontractors through the full period of performance of the contract.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 REPORTS

Reports should be in accordance with AIDAR 752.242-70 and as indicated in Section F.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-6

INSPECTION--TIME-AND-MATERIALS AND

MAY 2001

LABOR-HOUR

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID Washington, D. C. headquarters,
Missions,

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.2 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under task orders and in Section C (Section C.4 - Standards of Performance) of this Contract shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The CTO and Contracting Officer will undertake evaluation (s) at the end of each successive 12 month period of a task order and at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer. In addition, each year G/EGAD/MD will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is Date of Award (date of signature of the contracting officer) through 4 years afterward. The period of performance for option periods, if any, is:

OPTION PERIOD 1: 4 years from basic contract award through 1 year afterward.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C.4, Standards of Performance, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
------	-------

B. The IQC Project Manager is a member of the key personnel team and that person's name and title shall be designated by the contractor. A description of the expected qualifications of the IQC Project Manager is contained in Section C.1.1 - Program Management.

C. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions)

in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.5 IQC PROJECT MANAGER

Point of Contact:
Telephone Number:
Fax Number:
Email Address:

F.6 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

F.7 TASK ORDERS

Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers. All statements of work must be cleared by Cognizant Technical Officer (CTO) or his/her designee in G/EGAD/MD. The Task Order System is described below.

Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

F.8 FAIR OPPORTUNITY TO BE CONSIDERED

1. Pursuant to FAR 16.505, the following procedures shall be followed in order to ensure that the Contractor shall have a fair opportunity to be considered for each task order:
2. TIER ONE - may be used for task orders under \$2.0 million. If the requirements for a particular activity to be implemented through a task order are such that past performance/experience and price/cost factors are the criteria for selecting the awardee, the cognizant USAID/W or Mission CTO will review and consider the past performance/experience and price/cost factors for each of the multiple awarded contracts. Technical factors are more important than price/cost factors in source selection under Tier 1. Contract Section C.4 - Standards of Performance will be considered by the CTO in making an evaluation of past performance. The Contractor's past performance/experience information shall be updated by the Contractor on a semi-annual basis. The cognizant USAID/W or Mission CTO will provide orally or in writing (via mail, e-mail, or fax) a description of the intended services (e.g., brief synopsis, outline, or complete scope of work/deliverables) to each of the contractors. If a review of this information is sufficient for the cognizant USAID/W or Mission CTO to determine which contract to order against, each awardee is considered to have been provided a fair opportunity to be considered for the order. Subsequent to identification of the desired contract, the cognizant USAID/W or Mission CTO will contact the contractor to determine personnel availability and schedule.
3. TIER TWO - may be used for task orders under \$2.0 million. If a review of the past performance/experience (updated on semi-annual basis); and price/cost factors information which accompanies the multiple awarded contracts is insufficient to determine which contract to order against, and personnel qualification; schedule of availability; and price/cost factors will determine task order awardee selection, the cognizant USAID/W or Mission CTO will provide orally or in writing (via mail, e-mail, or fax) a description of the intended services (e.g., brief synopsis, outline, or complete scope of work/deliverables) to each of the contractors and provide them an opportunity to submit personnel resumes, schedule, and cost/price factors to determine which contract to order against. Technical factors are more important than price/cost factors in source selection under Tier 2.
4. TIER THREE - competition must be used for task orders over \$2.0 million and may be used for task orders under \$2.0 million, if deemed useful by a USAID operating unit. If the most significant factor in determining the award of a task order is cost/price factors, then a task order competition will take place under Tier 3. Cost/Price factors will be more important than technical factors (performance/experience; personnel qualifications and schedule of availability) in the selection of a task order awardee under Tier 3 competition. The USAID/W or Mission CTO will provide an oral or written description (via mail, e-mail, or fax) of intended service to contractors, as described under Tier 2, and provide them an opportunity to submit price/cost information and technical information (personnel resumes, schedule) in their proposals.
5. Three(3) separate full-and-open competitions, by Area of Substantive Involvement (see Contract Section C), resulted in the selection of multiple contractors for each of the three(3) Areas of Substantive Involvement (Micro Finance, Business Development Services, and Enabling Environment) encompassing the following Functions: Strategic Planning, Institutional Support, Human Capacity Development, Monitoring and Evaluation, and Knowledge Generation. Contractors can compete for all task orders, ordered by the Government, for Areas of Substantive Involvement (Micro Finance, Business Development Service, and Enabling Environment) for which they submitted Proposal(s) and received contract award(s).
6. The AMAP Support Services Functional area, as described in Contract Section C, is a small business set-aside for small, disadvantaged, women-owned, veterans-owned and HUB Zone small businesses. Small business set-aside contractors can compete under all task orders which are ordered by the Government for the AMAP Support Services Function, and which encompasses all three (3) Areas of Substantive Involvement (Micro Finance, Business Development Services, and Enabling Environment).
7. For a task order competition, the Government will designate in the Program Description which contractors will be eligible and shall be required to compete for a task order. Small Business contractors awarded contracts under the small business set aside can compete for all task orders for the AMAP Support Services Function. Contractors receiving award(s) under the full and open competition shall be required to compete for all task orders for Area(s) of Substantive Involvement (Micro Finance, Business Development Services, and Enabling Environment) for which they received contract award(s).
8. Contractors will be selected for task orders under the tiering structure (Tiers 1, 2, and 3) described in bullet points 2-4 above. This will apply to contractors competing under the Micro Finance, Business Development Services, and Enabling Environment areas of substantive involvement as well as the AMAP Support Services function (small business set-aside).

9. In each of the Tiers 1, 2, and 3, task order competitions procedures described above the cognizant CTO will prepare a selection memo for the file describing the basis for selecting the awardee, and recommend the awardee to the Contracting Officer.

10. The contractor shall update their past performance and experience on a semi-annual basis and submit copies to the USAID/W CTO and each Mission.

11. The contractor shall provide a fully executed copy of each task order upon their execution to the USAID/W CTO and Mission CTO (as appropriate).

12. The Cognizant CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer.

13. The cognizant USAID/W or Mission CTO will provide orally, or in writing, (via mail, e-mail, or fax) a description of the intended services (e.g. brief synopsis, outline, or complete scope of work/deliverables) to each contractor competing for a task order and provide them an opportunity to submit proposals. Specific instructions for preparing a task order will be provided by the cognizant USAID/W or Mission CTO. Information such as the sector the task order is being competed under, the name and contact information for the CO and CTO, formats the proposals can be submitted under (hard copy, e-mail, fax, disc, etc.), and due dates for proposals would typically be provided in these instructions.

14. Exceptions to the fair opportunity process, contained in FAR 16.505(b)(2), are applicable to this contract. The exceptions include: the agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays; only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; the order must be issued on a sole-source basis in the interest of the economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or it is necessary to place an order to satisfy a minimum guarantee.

F.9 ORDERING (FAR 52.216-18) (OCTOBER 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time during the period of this contract and implemented through 36 months after the award end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

F.10 ISSUANCE OF TASK ORDERS

Task Orders may be issued only by a Contracting Officer and may be issued orally or by written telecommunications, subject to any terms, conditions, and/or limitations which may be imposed by the Contracting Officer. No task orders may

be modified to allow for a period of performance that exceeds implementation period, specified in the "Ordering" clause. The basic contract period is not extended unless by formal contract modification and new task orders shall not be issued after the basic contract estimated completion date, as modified. Only the cognizant USAID/W Contracting Officer may modify the basic Contract.

F.11 CONTENTS OF TASK ORDERS

Each task order shall specify:

1. The Source of Funds and Fiscal Data.
2. The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.
3. The Scope of Work that is based as much as possible on performance standards to which the contractor will be held.
4. The Quantity of Services/Work days.
5. The types of Services/Personnel Requirements, including:
 - a. The number of work days ordered for each functional labor category (FLC); b. The name(s) of approved individual(s) for each FLC; c. The specific duties and responsibilities for each FLC, if such specification from the FLC's in the contract are needed, and; d. The fixed daily rate for each authorized individual.
6. The Period of Performance/delivery schedule, including a time line indicating benchmarks/milestones and performance standards and completion date.
7. The Budget.
8. The Logistic Support.
9. The USAID and Other Liaison Officials.
10. The Language Requirements, if any.
11. The Reports and Other Deliverables.
12. The Special Requirements/Relevant Information (e.g., source/origin/nationality waivers).
13. The task order number, which shall be sequentially numbered.
14. The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.
15. The Authorized Work Week.
16. Authorized Geographic Code, if different than 000.
17. The Paying Office

F.12 PLACES OF PERFORMANCE

Performance of this contract and task orders issued hereunder shall be in the Washington, DC metropolitan area, at the Contractor's and any subcontractors' facilities at other locations in the United States, and in those countries specified in task orders to which the Cognizant Technical Officer, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

F.13 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

Performance of work under each task order will be subject to the written technical direction of the Cognizant Technical Officer (CTO) set forth in each task order. Technical directions must be within the terms of this contract and any task order issued hereunder.

F.14 PERFORMANCE OF TASK ORDERS

1. The Contractor shall, upon issuance of a task order, promptly commence performance of the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.
2. Subject to the prior written approval of the CTO (see Section G.2. of this contract), the Contractor may be authorized to continue performance under a task order beyond the estimated completion date set forth therein; provided that performance shall not extend beyond 60 calendar days from the original estimated completion date set forth in the task order. Prior to the original estimated completion date, the Contractor shall provide a copy of the CTO's written approval for any extension to the term of the task order to the Contracting Officer; in addition, the Contractor must attach another copy of the CTO's approval for such continued performance under the task order to the completion voucher submitted for payment.
3. It is the Contractor's responsibility to ensure that such CTO-approved continuations of performance do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall such CTO-approved continuations of performance authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.
4. Proposed adjustments to the period of performance of a task order, which would cause the elapsed time for completion of the work, to exceed 60 calendar days beyond the original estimated completion date must be approved in writing, and in advance, by the Contracting Officer. Requests for such approvals must be submitted in writing to the Contracting Officer prior to the estimated completion date of the task order when the CTO has not approved an extension in accordance with this clause (point number 2 above), or prior to the CTO's approved extension date, if the CTO has already approved an extension pursuant to point number 2 above.
5. Subject to the prior written approval of the CTO, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a task order. The Contractor must specify which personnel and labor categories are to be adjusted, and any such adjustments are subject to the clause of this contract entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" [FAR 52.232-07], whereby only the Contracting Officer may authorize the Contractor to exceed the ceiling price of a task order.

The Contractor shall attach a copy of the CTO's approval to the completion voucher submitted for payment.

6. It is the Contractor's responsibility to ensure that the CTO's adjustments to the workdays ordered for each functional position do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall the CTO's adjustment authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.15 REPORTS AND OTHER DELIVERABLES

In addition to providing the services described in Section C and AIDAR clause 752.242-70 (Periodic Progress Reports - described hereunder), and to be described in task orders issued hereunder, the Contractor shall also submit the following reports and other deliverables:

(a) Specific Task Order Reports and Other Deliverables

Each task order issued hereunder shall include specific requirements for reports and other deliverables. In addition to the distribution specified in the task order, the Contractor shall provide task order deliverables to the USAID operating unit with one (1) copy to the G/EGAD/MD CTO for this Contract (see Section G) and two (2) copies to U.S. Agency for International Development; PPC/CDIE/DI; Washington, DC 20523. The contractor shall also comply with the clauses of this contract entitled "Rights in Data - General" (FAR 52.227-14), "Periodic Progress Reports" (AIDAR 752.242-70) (see also Sections I of this Solicitation), "Acknowledgement and Disclaimer" (AIDAR 752.7034), and Public Notices (AIDAR 752.7035).

(b) AMAP Support Services - Small, Disadvantaged, Women-Owned, Veterans-Owned, HUB Zone Small Business Set-Aside

A contractor providing AMAP support services will be required to develop and deliver a set of program-wide deliverables that transcend individual task orders. The following minimal deliverables will be required.

The development and implementation of a number of systems to support microenterprise development including:

A monitoring, evaluation and reporting system for USAID's microenterprise investments. This system will provide numerical indicators of microenterprise development investments in line with USAID mission and other USAID operating units' results frameworks as well as qualitative assessments of results of USAID investments. Among other uses, information developed will be used by the small business contractor to draft USAID's annual report to Congress and the general public on the status of microenterprise development and to compile G/EGAD/MD's R4 (or equivalent) submission;

A system that compiles analysis and reports on lessons learned in the implementation of G/EGAD/MD's and other microenterprise development programs. Information generated by this system will be used to maintain a series of USAID microenterprise development research publications, including but not limited to: a regular newsletter, research note series, and a periodic research publication series;

A microenterprise development dissemination system that provides other donors, partners and USAID professionals with written and electronic products based on the results of USAID's and others' investments in microenterprise development;

A communication system within USAID that ties research and program implementation results to the design of new USAID, partner and other donor microfinance investments; and

An evaluation of G/EGAD/MD's strategy and operational plan for "mainstreaming," i.e., improving the effectiveness of microenterprise development efforts undertaken by USAID missions and other USAID operating units, by providing on-site and virtual technical assistance, training, information services, etc. This evaluation will examine the effectiveness of G/EGAD/MD's mainstreaming efforts, identify problems, and suggest alternative approaches to overcome these constraints. The minority offeror will work closely with G/EGAD/MD's Field Support and Mainstreaming Team to

implement changes and will provide annual reports on the effectiveness of the mainstreaming program and the status of planned adjustments.

(c) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the G/EGAD/MD CTO, Contractor personnel will brief G/EGAD/MD upon return from each assignment and provide copies of any documents generated under individual task orders.

(d) Performance reports shall be provided in accordance with AIDAR 742.15.

(e) Development experience documents shall be provided in accordance with AIDAR 752.7005, as below:

(f)(1) Contract Reports and Information/Intellectual Products:

(a) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(b) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products.

(g)(1) Submission requirements:

(a) Distribution.

(i) The contractor shall submit contract reports and information/intellectual products (in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports described above and any other reports that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (a) above.

(b) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party. All reports produced under this contract will be provided in both electronic and hard copy formats to the G/EGAD/MD CTO or his/her designee.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Electronic copies of reports shall be compatible with Microsoft Office Suite software or in Portable Document Format (PDF). All public documents will be placed on the G/EGAD/MD web site.

(v) The electronic document submission shall include the following descriptive information:

A. Name and version of the application software used to create the file, e.g., MS Word or ASCII Or PDF.

B. The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

C. Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(h) Contract Quarterly Financial Report

The contractor shall submit a quarterly financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer. The quarterly financial report shall include the following information in the following format:

Contract No. _____ Contractor's Name _____

Task	Actual Date	Date	Compl. + /(-)	Compl.	Est in Days No.	Actual Expend.	Balance Order Expend.	Authorized Balance
------	----------------	------	------------------	--------	--------------------	-------------------	--------------------------	-----------------------

TOTAL

(i) 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)

The contractor shall prepare and submit quarterly and annual progress reports that describe updates to the annual work plan, financial and technical resources expended by activity during the previous period from the beginning of the facility, progress on the tasks the offeror was involved in during the period, an assessment of the potential or actual impact of major activities on USAID' results framework, major problems encountered in program implementation and possible actions that would resolve them, a list of lessons learned during the period, and a cumulative body of information developed through their participation in program implementation. This information will be captured in end of activity reports for all major activities (those requiring over one month of technical services) and evaluations supported under the IQC. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(j) ANNUAL WORK PLANS - Illustrative annual work plans that provide a quarter-by quarter schedule of all planned events for the upcoming fiscal year. Such plans should include: major technical assistance programs to be supported during the year; major activities under field- based buy-ins; other activities such as seminars, training programs and grant competitions to be implemented; publications and other reports to be developed and distributed, etc. Given the fluid, demand-driven nature of the buy-in process, USAID fully understands that these annual plans will only be indicative of anticipated future actions. The due date for submission of annual work plans is 30 days in advance of the annual contract anniversary date. Contractors will be required to update these plans, as part of their quarterly progress report, for submission to the AMAP CTO in G/EGAD/MD.

(k) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W CTO or in a task order.

(I) Meetings

The contractor shall be responsible for attending quarterly general coordination meetings which will be held jointly with the contractor and G/EGAD/MD. The contractor shall be responsible for ensuring personnel presented to undertake assignments are up to date on relevant advances and issues in the field through attendance at G/EGAD/MD workshops, seminars, events and training courses.

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003 DOCUMENTATION FOR PAYMENT NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Michael B. Gushue, Contracting Officer
Office of Procurement,
1300 Pennsylvania Avenue, NW
20523-7100

Telephone: 202/712-5831
FAX: 202/216-3132
E-Mail: mgushue@usaid.gov

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Marty Hanratty or his or her designee at:

US Agency for International Development
Global Division
Economic Growth and Agricultural Develop
Microenterprise Development Office
Washington, D. C. 20523 - 0061

Telephone: 202/712-1412

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office is given in each task order.

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 02
Operating Unit: G/EGAD/MD
Strategic Objective: Micro Ent.
Team/Division: M/OP/G/EG
Benefiting Geo Area: 000
Object Class:
Amount Obligated:

G.6 PAYMENT

1. Payment of Fixed Daily Rates

The Contractor may submit monthly vouchers to the payment office indicated in Section G of this contract for actual number of work days (or fractions thereof) provided/performed during the period by each individual, to which the fixed daily rates established in the task order shall be applied; provided, however, that 5% of the fixed daily rates due or \$50,000, whichever is less, shall be withheld by USAID until the completion of the task order and acceptance of services by USAID in accordance with the clause. [Note: AIDAR 752.232-7 is subject to amendment. If amended, the amended clause will take precedence. Also, reference to AIDAR 716.501 (c) is no longer relevant since the AIDAR has been amended to remove the referenced section]

2. Payment of Other Direct Costs

The Contractor may include in its monthly vouchers for fixed daily rates the costs of allowable other direct costs authorized in the task order and incurred during performance of the task order; provided, however, that cash, checks, or other forms of actual payment have been made by the Contractor for such costs.

G.7 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially

greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.8 LIAISON OFFICIALS

In-country USAID liaison officials are not empowered to act on behalf of the USAID/W Contracting Officer or G/EGAD/MD CTO, such as providing technical direction or making any material changes in this Contract, unless authorized in advance to do so by the USAID/W Contracting Officer. Liaison officials are separate and distinct from USAID/W or mission CTO's.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	AIDAR	DATE
752.7027	PERSONNEL		DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,

(6) Used equipment, or

(7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.4 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000. Alternative geographic codes may be specified by the Government for individual task orders.

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall request authorization from the Government to purchase equipment and/or resources for each task order that is issued. As part of this request, the Contractor shall provide a list giving a description of every item, quantity of units, price, function, and whether it is a new/used item.

H.7 LANGUAGE REQUIREMENTS

Language requirements are contingent upon requirements of the Statement of Work (Section C) for each task order.

H.8 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2080 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Section B of this contract).

(g) Work Week

(I) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.70071).

H.9 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

Every task order for businesses, other than small businesses, will require a subcontracting plan if the amount of the task order is over \$100,000.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB

Washington, D.C. 20523

H.10 LOGISTIC SUPPORT

1. The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.
2. To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

3. If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract, however, wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid.

H.11 ORGANIZATIONAL CONFLICT OF INTEREST

Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO COMPETE FOR ANOTHER CONTRACT TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES, unless the Head of the Contracting Activity, with the agreement of USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503, AIDAR 709.503 and USAID policy) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from competing to furnish implementation services, a clause stating the preclusion will be included in the task order.

It is critical to USAID that Contractor evaluations be conducted with complete impartiality and objectivity, uninfluenced by the possibility that the Contractor might in the near future compete for further USAID consulting work against the evaluated firm implementing a project or, on the other hand, any perception that a favorable review would enhance the reputation of the Contractor with USAID and thus improve its position with respect to obtaining further USAID consulting work. Therefore, if the contract (as implemented by task order) calls for the Contractor to evaluate a USAID project, the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for design services or other evaluation services) to USAID in the relevant project sector for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

It is USAID policy to guard against any possibility that a contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contractors which it may audit, and any resulting appearance of impropriety. Therefore, if the contract (as implemented by task order) calls for the Contractor to audit USAID contractor(s), the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for other audit services) to USAID for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

H.12 RELOCATION OF U. S. BUSINESSES

RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably Likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and sub-agreements.

H.13 YEAR 2000 COMPLIANT

All offerors must be Y2K compliant as specified in FAR Part 39.106. This requirement shall also apply to ADP equipment purchased under individual Task Orders.

H.14 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794) and any implementing regulations of the Department.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999

52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
	AIDAR 48 CFR Chapter 7	
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984

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752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 36 months following the end date of the contract.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within a minimum of 60 days prior to expiration of the contract.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within a minimum of 60 days prior to expiration of the contract.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years..

**I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (MAY 2001)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

I.9 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

I.10 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.11 52.248-1 VALUE ENGINEERING (FEB 2000) ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECPs) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECPs, in accordance with the incentive sharing rates of paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price re-determination, the term refers to the period for which firm prices has been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the produce of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Office and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only:
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the

Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS (figures in percent)

Contract Type	Sharing Arrangement			
	Incentive (voluntary)		Program requirement (mandatory)	
	Instant con- tract rate	Con- current and future con- tract rate	Instant con- tract rate	Con- current and future con- tract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	\1\50	\1\50	25	25
Incentive (fixed-price or cost) (other than award fee)(\2\)	(\2\)	\1\50	(\2\)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	\3\25	\3\25	15	15

The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
 Same sharing arrangement as the contract's profit or fee adjustment formula.
 The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the

Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract....., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 - MAILING LIST FOR RFP M/OP-01-1363
(at date of issue)

ATTACHMENT 6 - TOTAL LABOR DISTRIBUTION CHART

ATTACHMENT 7 - TABLE OF FIXED DAILY RATES

ATTACHMENT 8 - AREAS OF SUBSTANTIVE INVOLVEMENT AND FUNCTIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORSK.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND
RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also

may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this

proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting

Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.12 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.13 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

**K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING
REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.15 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror_____

Typed Name and Title_____

Signature_____ Date_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (MAY 2001)
ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.4 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IQ), Time and Materials type contract resulting from this solicitation.

L.7 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michael Gushue
Contracting Officer

Hand-Carried Address:

US Agency for International Development
M/OP
Room 7.09-120
Telephone: 202/712-5831
Washington DC 20523-7100

Mailing Address:

US Agency for International Development
M/OP
Room 7.09-120

Washington DC 20523-7100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.9 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.10 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM
--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.11 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
(OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;

- (C) Whether HUBZone small business concerns were solicited and, if not, why not;
- (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (E) Whether women-owned small business concerns were solicited and, if not, why not; and
- (F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-- (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

L.12 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.13 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.14 GENERAL INFORMATION

a) Award. It is anticipated that the Government will award up to eleven(11)contracts under this Solicitation. It is anticipated that up to three(3)contract awards will be made for each of the following: Micro Finance Area of Substantive Involvement; Business Development Services Area of Substantive Involvement, and Enabling Environment Area of Substantive Involvement, and; it is anticipated that up to two (2) contracts will be awarded for Small Business Set-Aside for AMAP Support Services Function (see Section C). The Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement all encompass the Strategic Planning, Institutional Support, Human Capacity Development, Monitoring and Evaluation, and Knowledge Generation Functional areas (see Section C).

b) Freedom of Information Act of 1981. Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

1. Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.
2. Information properly classified or administratively controlled by the Government.
3. Information specifically exempted from disclosure under the Freedom of Information Act.

Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

c) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.

d) The Offeror shall follow the instructions contained in this RFP and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

e) Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S. C. 1001.

f) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

g) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

The evaluation board will consider any failure to conform to these instructions and rules and of any attempt to evade these specifications and rules on the basis of technicalities as indications of the kind of behavior that it may expect from the offeror during contract performance. The board will take this into account when making its evaluation. If an offeror

does not understand these instructions, then it should write to the Contracting Officer for clarification no more than 15 days after the issuance of the RFP. answer in time to meet that deadline.

L.15 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

(i) via regular mail - sending seven (7) paper copies of a technical proposal and one (1) original and four (4) paper copies and one (1) original of a cost/price proposal, however the issuing office receives regular international mail only once a week.

(ii) hand delivery (including commercial courier) of seven (7) paper copies and one (1) original of a technical proposal and four (4) paper copies and one (1) original of a cost/price proposal to the issuing office.

(iii) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) Cut-Off Date for Submission of Questions Regarding Request for Proposals (RFP)

The cut-off date for submission of questions, which must be in writing, to the Contracting Officer is twenty (20) days after the RFP has been issued.

L.16 INSTRUCTIONS

The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work via task orders, contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

The past performance references required in this RFP should be included as an annex or attachment of the technical proposal.

Detailed information should be presented only when required by specific RFP instructions. Proposals should not exceed 25 pages in length, single spaced, to include pagination, and table of contents. Items such as graphs, charts, cover pages, dividers, table of contents, attachments, and other items specified below are not included in this document length.

Offerors will submit one (1) original and seven (7) copies of their technical proposals and one (1) original and four (4) copies of their business proposals. The technical and business proposals must be separately bound. One (1) copy of the technical proposal and one (1) copy of the business proposal will be submitted in looseleaf ring binders. Offerors will provide one (1) copy of their technical proposal and one (1) copy of their business proposal on 3.5" computer discs in Word 97 and Excel compatible format.

The above information applies to each Proposal that offerors submit. Separate technical and business proposals will be submitted under the full and open competitions for the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement as well as the small business set-aside for AMAP Support Services

a) The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M/OP-01-1363
Accelerated Microenterprise Advancement Project Support

b) Each offeror must submit the following information in response to this request for proposals in strict accordance with the following instructions:

[Note 1: The information required under Item No. 3 must be submitted separately (Identified as "Technical Proposal") from the information required under Item No. 1 and 2 below (Identified as "Business Proposal"). Further, technical information must not make reference to cost or pricing information. This will ensure that technical information will be evaluated strictly on the basis of technical merit.]

[Note 2: Offerors are reminded to submit only the information specifically required by this RFP. Any additional information (e.g., written technical information in addition to that requested in Items 3 below) will be removed prior to submission to the technical panel.]

1. BUSINESS PROPOSAL

Specified written information about the offerors' proposed prices {One (1) original and four (4) copies are required}

The above information applies to each business proposal that offerors submit. Separate business proposals will be submitted under the full and open competitions for the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement as well as the small business set-aside for AMAP Support Services

(a) Per FAR 2.101, the offer is the "proposal" and, if accepted, will bind the offeror to perform the resultant contract. The offer must show that the offeror agrees to the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof. The offeror's agreement to all of those terms and conditions is mandatory unless this solicitation states otherwise by express exception with regard to a specific term or condition. In order to show its agreement, the offeror must complete and submit the following items as its offer without exception or reservation:

-RFP Page 1, Standard Form (SF) 33, "Solicitation, Offer, and Award", blocks 12 through 18;

-RFP Section B, "Supplies or Services and Prices/Costs" - Price Schedule (includes Attachment 8 - Table of Fixed Daily Rates), with the offerors insertions of proposed prices in appropriate blank spaces. Section B - Price Schedule - fixed multipliers for locally hired national Personnel and non- U. S. personnel. (Offerors should read solicitation provision FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," as well as the other terms and conditions of the solicitation for information about the rules and procedures for offer and acceptance for this procurement); and

-RFP Section K, "Representations, Certifications, and Other Statements of Offerors", for the Offeror and all subcontractors where the subcontract is expected to exceed \$100,000.

(b) The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful offeror to the terms and conditions of the prospective contract (i.e., RFP sections A through K). The Government advises prospective offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing. The cut-off date for submission of written questions to the Contracting Officer is fifteen (15) days after this RFP is issued.

The Government will process late submissions of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

(C) There are four (4) separate competitions, under this RFP, which will result in the awards of multiple contracts for each of the following:

1. Small Business Set-Aside for small, disadvantaged, women-owned, veteran-owned and HUB Zone small businesses for the AMAP Support Services Function (described in Section C) , encompassing the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement.

2. Full and Open Competition for the Micro Finance Area of Substantive Involvement (see Section C).

3. Full and Open Competition for Business Development Services Area of Substantive Involvement (see Section C).

4. Full and Open Competition for the Enabling Environment Area of Substantive Involvement (see Section C).

The Government requires that offerors submit separate Business Proposals for any or all of the above four (4) listed items for which offerors choose to and are eligible to submit Proposals. (Number 1 - the AMAP Support Services Function is limited to competition among small businesses). Offerors will clearly mark on the cover sheet of each Business Proposal that it submits for which of the above four (4) listed items it applies.

2. BUSINESS PROPOSAL (continued)

Specified written information about the offerors' proposed prices {One (1) original and four (4) copies are required}; and

The above information applies to each business proposal that offerors submit. Separate business proposals will be submitted under the full and open competitions for the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement as well as the small business set-aside for AMAP Support Services. This information should include:

(1) Proposed Fixed Daily Rates for U. S. Personnel for each labor category grouping and level set forth in Section B (see Attachment 7 - Table of Fixed Daily Rates).

(2) Proposed Multipliers for Locally-Hired National Personnel or Other Non-U. S. Personnel for this Contract. The following provides an illustrative method for developing the multipliers. Note that the multiplier is illustrative and does not indicate rates preferred by USAID.

1.000	Direct Labor
+ .250	Fringe Benefits @ 25% of Direct Labor
1.250	Sum of Direct labor and fringe benefits
+ .625	Indirect @ 50% of Direct Labor + Fringe ($1.25 \times .5 = .625$)
1.875	Sum of Direct labor, fringe benefits and indirect costs
+ .130	Profit @ 7% of Labor + Fringe + Indirect ($1.875 \times .07 = .13$)
2.000	Multiplier (rounded)

(3) Assumptions made in deriving their proposed fixed daily rates and multipliers. These assumptions, at a minimum, should include:

- a. Any significant differences between the rates proposed for each category/level and the illustrative technical experts proposed for those categories/levels (See Attachment 6 - Total Labor Distribution Chart).
- b. The anticipated utilization of the prime contractor's staff as well as that of each subcontractor.
- c. The anticipated utilization of home-office staff, intermittent staff and consultants for the prime contractor and each subcontractor.
- d. Any proposed significant deviations from the prime contractor's and each subcontractor's negotiated indirect cost rates.

[NOTE: Offerors shall propose only one fixed daily rate for U.S. Personnel for each labor category grouping and Level set forth in Section B - Price Schedule (Attachment 7 - Table of Fixed Daily Rates) of this Contract for Contract Years 1-3, Year 4, and Option Year 5. Offerors shall propose only one Locally-Hired National Personnel or Other Non-U.S. Personnel Multipliers for Contract Years 1-3, Year 4, and Option Year 5.]

(4) [For the Offeror and also for each subcontractor where the subcontract is estimated to exceed \$100,000] Audited balance sheets and profit and loss statements or, if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

The Government may agree to waive the requirement for the submission of certified financial statements if the offeror can satisfy the Contracting Officer, in the Contracting Officer's sole discretion, that the offeror is able to provide other, substitute financial information, such as business tax returns. The substitute information must be adequate to show how well the offeror's business performed, not merely whether or not the offeror has adequate capital and credit to perform under the prospective contract. The Government wants to use the information to assess the offeror's stability, profitability, and growth as indicators of management effectiveness under prevailing market conditions. Offerors who wish to obtain such a waiver must apply in writing to the Contracting Officer no later than two weeks before the deadline for the receipt of offers. The offeror's application must describe the substitute information in detail.

(5) A Subcontracting Plan, if the offeror is other than a small business. All offerors' Plans must address subcontracting with small business concerns, with small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and with HUBZone small business concerns. The Plans must include a percentage goal of at least 15% of total planned subcontracting to small business concerns (e. g. small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and HUBZone small business concerns).

(6) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(7) A copy of the offeror's personnel policies in effect at the time the offer is submitted. [Note: To be submitted only if the offeror has no prior Federal contracting experience.]

(8) A copy of the offeror's travel policies in effect at the time the offer is submitted.

(9) [For the prime offeror only] A copy of any negotiated indirect cost rate between the offeror and a cognizant Federal agency effective at any time during the last 3 years. Organizations with current negotiated indirect cost rates are required to submit a copy of the most current rate agreement.

(10) The offeror will provide a chart in its business proposal providing a breakout of U. S. Personnel - Fixed Daily Rates (loaded labor rates) by salary, fringe benefits, indirect costs applicable to labor, profit/fee, and any and all other cost elements on a percent basis.

(a) If two or more parties have formed a partnership or joint venture for the purposes of submitting a proposal under this RFP (and, if selected would perform the contract) as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture Partnership Agreement. In addition, the contractor team arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. In addition, the principals to the Joint Venture Agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(b) The Government will process written capability information that is received after the deadline for the submission of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offeror's written capability information is late and is not accepted for consideration on the basis of FAR 15.208 and FAR 52.215-1, then the Government will consider the offeror to be ineligible for award. The Government will reject that Offeror's offer without evaluation.

(11) Please submit narrative description, per FAR 9.104-1, responding to offeror responsibility standards.

3. TECHNICAL PROPOSAL:

Specified written information about the offeror's qualifications and capability to perform the prospective contract [One (1) original and seven (7) copies are required]:

The above information applies to each technical proposal that offerors submit. Separate technical proposals will be submitted under the full and open competitions for the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement as well as the small business set-aside for AMAP Support Services

[Note: The offeror must submit the written qualifications/capability information with each set of information (i.e., the technical understanding information, technical approach information, offeror's capacity information, personnel information, the past performance information and, the personnel introduction and the resumes) under separate tab dividers.]

(a) The Offeror is required to submit a written statement on its Technical Understanding/Technical Approach responding to the evaluation criteria set forth in Section M as it relates to technical understanding/technical approach of the tasks outlined in Section C of this solicitation. Failure to submit a written statement on Technical Understanding/Technical Approach may disqualify an offeror.

In this written statement, offerors should be able to demonstrate a convincing understanding of the microenterprise development field, past and present. To demonstrate this, the offerors should consider, among other things, providing a concise description of where industry stands to date, where it may be in five years and the critical problems that need to be resolved to meet this vision. Offerors' should demonstrate understanding of USAID's past program investments and how these might be adjusted to meet the challenges of the future. G/EGAD/MD is most

interested in the offerors' ability to demonstrate a logical consistency between the current situation, their future vision and the role that USAID investments could have on moving toward the latter. The offeror should clearly explain their thinking about the role of USAID clients in achieving this vision and practical steps the offerors should take to include clients in program implementation. Offerors should be able to clearly explain how they will develop communication links with other offerors, USAID staff and other donors to assure that lessons learned in AMAP implementation are shared with others. This latter task will be especially important for small business offerors, who will be providing program support services. Offerors need to describe how they will develop and maintain relations with the other substantive offerors in order to be able to coordinate overall program implementation and to fulfill the knowledge generation requirements of this SOW.

Offerors should be able to provide a clear and concise description of how they plan to organize themselves to provide services under the IQC. Offerors should describe the criteria and system they will use to evaluate their own performances under the IQC. In addition, the offerors should provide a plan that optimizes the use of practitioners, clients and other stakeholders in the development and delivery of the services proposed under the IQC. The offerors' should demonstrate its commitment and realistic approach to knowledge generation. Offerors should present the balance to be struck between creativity and practicality in developing this causal relationship.

(b) The Offeror is required to submit a written statement on its Personnel responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation. Offerors should clarify the roles of staff and any expected subcontracting relationships. Since the project necessitates the integration of a wide range of players, the statement on Personnel should demonstrate how the offeror will ensure the participation of the various parties in the achievement of results. Offerors should describe the specific qualifications of the proposed IQC Project Manager and key personnel who will be involved in the implementation of substantive areas of the project including strategic planning, operational support, etc. As the IQC Project Manager is key to the success of this project offerors should provide background on this person's qualifications; knowledge of microenterprise development field; experience in attracting, leading, managing, and retaining a diverse team of microenterprise professionals; specific contributions to microenterprise development theory; and interpersonal and communications skills. Management of programs in grants and support services. Failure to submit a written statement on Personnel may disqualify an offeror.

(c) The Offeror is required to submit a written statement on the Offeror's Past Performance/Capacity, responding to the evaluation criteria set forth in Section M as it relates to its past performance and capacity to effectively carry out tasks outlined in Section C of this solicitation, and for similar requirements. The past performance information should be relevant to this work requirement and be based on recently completed work. Information that offerors should submit includes record of conforming to contract requirements; record of controlling costs; record of adherence to contract schedules; and record of customer service by key personnel proposed for this requirement. Offerors proposals should highlight project management, implementation, knowledge management and client relations for complex projects, similar to this requirement, if appropriate. Offerors should describe past consortia involvement and, if appropriate, how they used subcontractors under the consortia. Offerors should discuss and demonstrate how this coordination was accomplished and what impact it had on performance. The offerors should provide a brief description of previous services that relate to the objectives of the statement of work, contained in Section C. A detailed review of offerors' past experience and track record in the provision of sustainable microenterprise development services in a developing country context should also be provided. Failure to submit a written statement on the Offeror's Past Performance/Capacity may disqualify an offeror.

The Offeror is required to provide Past Performance references for itself and each proposed subcontractor expected to provide at least 20% of the total labor in performance of any contract made under this RFP, as specified in the Total Labor Distribution Chart (See Attachment 6). This past performance information shall be submitted in accordance with the following:

1. For the offeror and each proposed subcontractor expected to provide at least 20% of the total labor per the above, list five to ten (5-10) past or current contracts for efforts similar to this requirement. Similar, used here, is in relation to size, scope, and complexity and not to a specific subject matter. The list should include for each referenced contract: (i) the contract number and delivery order number if applicable (ii) the name of the organization, (iii) the project name, (iv) a brief project description, (v) the period of performance, (vi) the contract amount, and (vii) the name and telephone number of at least two contacts currently at the organization for which the service was performed

(not the offeror). It is recommended that the offeror alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list should be attached as an annex to the technical proposal.

2. If the offeror/subcontractors encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Offerors/subcontractors should not provide general information on their performance.

3. Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

4. USAID may use past performance information obtained from other than the sources identified by the offerors/subcontractors. USAID will determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and value decision.

(d)Project Manager/Key Personnel: The offeror shall submit a resume for the person proposed as Project Manager. The task order Project Manager will have the knowledge and experience in microenterprise development; ability to attract, lead, manage and retain a diverse team of microenterprise professionals; contribute to the body of microenterprise development theory; and have strong interpersonal and communications skills.

(e) To supplement the personnel information required in this clause offerors may submit a written personnel introduction detailing the Project Manager's qualifications as well as those of his or her staff of experts.

(f)The Government will process written qualifications/capability information that is received after the deadline for the submission of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offeror's written qualifications/capability information is late and is not accepted for consideration on the basis of FAR 15.208 and FAR 52.215-1, then the Government will consider the offeror to be ineligible for award. The Government will reject that Offeror's offer without evaluation and will not permit that offeror to make an oral presentation (if oral presentations are held).

(g). Offerors will describe in their technical proposals how they will address the Governments requirement for reports and other deliverables as described in RFP Section F. These reports and deliverables meet the Government's minimum requirement. Offerors, may at their discretion, clearly identify additional reports and deliverables.

Offerors involved in implementing task orders under the substantive (technical) areas of AMAP, will be responsible for providing task order deliverables to the USAID operating unit with a copy provided to the G/EGAD/MD CTO. The offeror will provide a detailed description of the reports it will provide and a timetable for submission and updating, if necessary.

(h). REFERENCES -There are a number of hard copy and computer internet web sites that offerors can refer to in the development and preparation of their proposals. Offerors are encouraged to visit the G/EGAD/MD web site at www.mip.org for information about USAID's current microenterprise development program. Hard copy sources that offerors can refer to include the following:

Office of Microenterprise Development: Activity Report: 1995-1997, September 1997.

Reaching Down and Scaling Up: Into the Next Century, USAID, September 1999.

Reaching Down and Scaling Up: Focus on USAID's Development Partners, USAID, September 2000.

Assessment of the Microenterprise Innovations Project Strategy - Project Review, February, 1999.

Scopes of Work for MicroServe (March 1996), Microenterprise Best Practices, (March 1996) and Assessing the Impact of Microenterprise Projects (February 1995)

(i.) There are four (4) separate competitions, under this RFP, which will result in the awards of multiple contracts for each of the following:

1. Small Business Set-Aside for small, disadvantaged, women-owned, veteran-owned and HUB Zone small businesses for the AMAP Support Services Function (described in Section C) , encompassing the Micro Finance, Business Development Services, and Enabling Environment Areas of Substantive Involvement.
2. Full and Open Competition for the Micro Finance Area of Substantive Involvement (see Section C).
3. Full and Open Competition for the Business Development Services Area of Substantive Involvement (see Section C).
4. Full and Open Competition for the Enabling Environment Area of Substantive Involvement (see Section C).

The Government requires that offerors submit separate Technical Proposals for any or all of the above four (4) listed items which offerors choose to submit Proposals. (Number 1 - the AMAP Support Services Function is limited to competition among small businesses). Offerors will clearly mark on the cover sheet of each Technical Proposal that it submits which of the above four (4) listed items it applies.

5. ORAL PRESENTATION

An oral presentation to demonstrate the offeror's capability to perform the prospective contract.

(a) After the submission of offers and written qualifications/capability information, every offeror still in the competitive range for award may be requested to make an oral presentation to USAID's technical evaluation committee. The technical evaluation committee will score the oral presentation against the technical evaluation criteria set forth in Section M of this RFP and augment previously recorded scores based on the written submissions (pursuant to Section L) as necessary. [Note: Offeror's are reminded that a competitive range determination (if necessary) may take place at any point in the evaluation process (e.g., before or after oral presentations or in lieu of oral presentations opting for discussions).]

(b) Presentations must be made in person. Accordingly, the submission of video tapes or other forms of media will not be accepted.

(c) The oral presentation is a test, the sole purpose of which is to enable the evaluation board to assess each offeror's capability to perform the work by their relative level of familiarity with and understanding of the work. The offeror's representatives must show by their presentation and by their answers to the Government's questions that they understand the Government's requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.

(d) The Contracting Officer may schedule the oral presentations and notify the offeror of the scheduled date, time, and location of its presentation within thirty (30) days of the receipt of offers. It is anticipated that oral presentations, if undertaken, will commence approximately forty-five (45) days after the RFP's closing date. The order in which offerors will make their presentations will be determined by a random drawing by the Contracting Officer after receipt of proposals. Once notified of the scheduled presentation date and time, Offerors must make their oral presentations in accordance with these instructions and any additional instructions that the Contracting Officer may provide. Oral presentations are not subject to the rules for the late submission of proposals in FAR 15.208 and FAR 52.215-1. USAID understands the need to be flexible in scheduling oral presentations. However, given the logistical challenges in scheduling the oral presentations, unless the offeror provides advance notice to the Contracting Officer indicating a compelling rationale to reschedule the oral presentation, requests to reschedule the assigned presentation date and time will not be considered and no rescheduling of presentations will be done. Requests to reschedule are subject to the sole approval of the Contracting Officer. Should the Contracting Officer decide that a rescheduling of oral presentations is required to resolve unanticipated problems or delays in the presentation process, offerors will be so advised.

(e) Participation and Attendance. Only members of the Offeror's or subcontractor's in-house staff may participate in the presentation. The only exception is an individual who is proposed to perform under the Contract as the Project Manager but who is not currently employed by the Offeror/Subcontractor. Offerors should anticipate having their proposed Project Manager participate in the presentation. The offeror may not use a professional speaker or consultant to make its presentation. The offeror may send no more than five (5) representatives to the oral presentation. Consultants to the offeror may not attend the presentation.

[Note: Should a single firm be proposed as a subcontractor under multiple offers, that firm is precluded from participation in any oral presentation made under this RFP. Should a single firm submit a proposal as a prime offeror and also be included under another proposal as a subcontractor, that firm shall only be permitted to participate in the oral presentation for its prime offer.]

(f) Presentation Agenda. Offerors must arrive promptly on their scheduled presentation date and time.

1. At the scheduled time, Offerors will be provided with a Case Study similar to an activity the Contractor would perform subsequent to award of the Contract. Offerors will have one (1) hour to review the Case Study and prepare a presentation responding to issues outlined in the Case Study. Only members of the Offeror's presentation team will be allowed to participate in the analysis/presentation of the Case Study. If an Offeror arrives late, the time will be counted against the time allowed for its review of the Case Study.

2. Exactly one (1) hour after providing the Case Study to the Offeror, the Offeror shall begin the presentation. Each Offeror will have a maximum of sixty (60) minutes in which to make its presentation. The Offeror shall use the presentation time to demonstrate its qualifications, approach and understanding of the contract's scope of work in response to the Case Study questions. During the presentation the Government's attendees will not interrupt the offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the offeror in any dialogue.

3. The Contracting Officer will tell the Offeror when to start its presentation, keep time, and stop the presentation at the end of the sixty (60) minute time period whether or not the offeror has finished.

4. No price information will be included in the oral presentation.

5. At the conclusion of the presentation, a fifteen (15) minute break will be provided.

6. Questions. After the fifteen (15) minute break, the Offeror's representatives and USAID's technical evaluation committee will reconvene for a ninety (90) minute question and answer session.

(g) Discussions. Because the oral presentation and the question and answer session are tests of the offerer's capability and not a part of a proposal, neither the oral presentation nor the question and answer session will constitute discussions, as that term is defined and used in FAR subpart 15.306. If at any time (e.g., prior to the oral presentation, in lieu of oral presentations, during the oral presentation, or post presentation) the Government intends to enter discussions, offerors will be so advised.

(h) Facility. Government facilities will be provided for the oral presentations. These presentations will take place in USAID office space to be designated at a later date. A large conference room will be provided for the presentation. All meeting sites will be accessible to persons with disabilities pursuant to Section H clause - Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities.

(i) Presentation Media and Materials. The Government will provide a blank pad of flip chart paper and marker pens for the offeror's use in addressing the Case Study and during the question and answer session. The Contracting Officer will not permit the offeror to use any pre-prepared presentation media or materials to address the Case Study or questions asked of the offeror during the question and answer session.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 EVALUATION CRITERIA

EVALUATION CRITERIA AND OTHER FACTORS

Technical, cost and other factors will be evaluated relative to each other, as described herein.

The Government will make award to the responsible offerors whose offers conform to the solicitation; have no deficiencies (as defined in FAR 15.301); are most advantageous to the Government, cost or price and other factors considered, and; represent the best value to the U. S. Government. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance) considered together, are more important than cost or price. The Contracting Officer will determine whether the difference in quality is worth the difference in cost or price.

1. Technical Proposals will be ranked ordered by a technical evaluation committee using the criteria given in Section M. The technical factors, as a whole, including Technical Understanding/ Technical Approach, Personnel, Past Performance/Capacity, and Participation by Small Business Concerns and Disadvantaged Enterprises will be evaluated in the aggregate, and not separately.
2. If applicable, the technical evaluation committee will consider information provided by offerors during their oral presentations and questions and answer sessions (if any).
3. The technical evaluation committee will make four (4) separate sets of rankings of offerors' technical proposals, using the same criteria given in Section M:
 - a). Overall ranking of technical proposals of all offerors who submitted Proposals for the Micro Finance Area of Substantive Involvement (see Section C).
 - b). Overall ranking of technical proposals for all offerors who submitted Proposals for the Business Development Services Area of Substantive Involvement (see Section C).

c). Overall ranking of technical proposals for all offerors who submitted Proposals for the Enabling Environment Area of Substantive Involvement (see Section C.)

d). Overall ranking of technical proposals of offerors who submitted Proposals for the Small Business Set-Aside for AMAP Support Services Function (see Section C) and who are small, disadvantaged, women-owned, veteran-owned, and HUB Zone small businesses.

4. The technical evaluation committee may include industry experts who are not employees of the Federal Government.

5. The Government may award a contract without discussions with offerors in accordance with FAR 15.215-1.

6. The prices of offerors Business Proposals will be determined based on Section M Clause - Price/Business Evaluation. Business Proposals will be evaluated separately for each full and open competition under the three (3) areas of Substantive Involvement and for the small business set-aside.

7. Offer Responsiveness. The Government will determine the responsiveness of an offer on a pass/fail basis. An offer is responsive when it manifests assent to all the terms and conditions of this Request for Proposal (Sections A through L). An offer is responsive when it manifests assent to all the terms and conditions of the prospective contract which includes the solicitation provisions, contract clauses, statement of work, documents, exhibits, and attachments. The Government will declare non-responsive offers to be unacceptable, that is, when the offer does not manifest the offeror's assent to all of the terms and conditions of the prospective contract. The offeror must, without exception or reservation, complete Standard Form 33, Blocks 12-18; must insert its proposed prices in the appropriate blank spaces in Section B of the RFP (including Attachment 7 - Table of Fixed Daily Rates); and must complete the certifications, representation, and other statements of the offeror in Section K of the RFP.

M.4 TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA:

The following evaluation factors will be considered in evaluating offerors' proposals.

Technical Understanding/Technical Approach:

Offerors should be able to demonstrate a convincing understanding of the microenterprise development field, past and present. To demonstrate this, the offeror should consider, amongst other things, providing a concise description of where the industry stands to date, where it may be in five years and the critical problems that need to be resolved to meet this vision. Of particular importance is the offeror's understanding of the impact of USAID's past program investments and how these might be adjusted to meet the challenges of the future. G/EGAD/MD is most interested in the offeror's ability to demonstrate a logical consistency between the current situation, their future vision and the role that USAID investments could have on moving toward the latter. The offeror should clearly explain their thinking about the role of USAID clients in achieving this vision and practical steps the offeror would take to include clients in program implementation. Offerors should demonstrate their ability to develop communications links that assure that lessons learned in AMAP implementation are shared with others. This will be especially important for the AMAP Support Services component where there is a requirement to coordinate overall program implementation and to fulfill the knowledge generation requirements of this SOW. Offeror should be able to provide a clear and concise description of how they plan to organize themselves to provide the services under the IQC. Of particular interest will be the criteria and system the offeror will use

to evaluate their own performance under the IQC. In addition, the offeror should provide a realistic plan that optimizes the use of practitioners, clients and other stakeholders in the development and delivery of the services proposed under the IQC. The offeror's commitment and realistic approach to knowledge generation will also be important. Of particular importance, will be the balance that the offeror strikes between creativity and practicality in developing this causal relationship.

Personnel:

Offerors should clearly describe the specific qualifications of their key personnel, including, amongst others, the IQC project manager, other managers associated with consortium members, if appropriate, and key specialists who will be involved in the implementation of substantive areas of the program such as Strategic Planning, Operational Support, etc. Particular importance will be placed on the qualifications of the offeror's IQC project manager and his/her knowledge and experience in microenterprise development; ability to attract, lead, manage and retain a diverse team of microenterprise professionals; contributions to the body of microenterprise development theory; successful management of grants program (Particularly important to AMAP Support Services) and interpersonal and communication skills.

Past Performance/Capacity:

As required by Section L of this RFP, Offerors are required to provide past performance references for itself and each proposed subcontractor expected to provide at least 20% of the total labor in performance of any contract made under this RFP, as specified in the Total Labor Distribution Chart (See Attachment 6 - Total Labor Distribution Chart). It is desirable that this past performance information is relevant to this requirement and is based on recently performed work. Relevant past performance information includes a contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs, the contractor's adherence to contract schedules, including administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the interest of the customer, and; the competency of key personnel who worked on the contract. Offerors should demonstrate their successful experience and past performance in executing similar assignments. Their proposal should highlight project management, implementation, knowledge management and client relations. Of particular importance, is the offeror's past experience in managing complex programs where implementation required the offeror to work closely with other contractors to coordinate program implementation. G/EGAD/MD would be interested in learning more about the offeror's experience in collaborating with other offerors to achieve broader purposes. If appropriate, the offeror should consider describing past consortia involvement and, if appropriate, how they used subcontractors under the consortia. The offeror should discuss and demonstrate how this coordination was accomplished and what impact it had on successful performance. A detailed review of the offeror's past experience and track record in the provision of sustainable microenterprise development services in a developing country context and how this experience will successfully allow the offeror to meet the objectives of the statement of work. Proven successful track record in management of grants program and providing administrative support (particularly important to AMAP Support Services).

Participation By Small Business Concerns And Disadvantaged Enterprises:

As required by Section L of this RFP, Offerors (other than small businesses) are required to submit Subcontracting Plans. All offerors' Plans must address subcontracting with small business concerns, disadvantaged, women-owned, veteran-owned and HUB Zone business concerns. It is stated in Section L that the Plans will include a percentage goal of at least 15% of total planned subcontracting to small business concerns. Evaluation will take place based on: 1). Technical impact and value-added by proposed small business concerns, to the offerors's team, and; 2). Total amount of proposed subcontracting with small business concerns, as a percentage of total planned subcontracting.

M.5 PRICE/BUSINESS EVALUATION

The price/business evaluation for all offerors' business proposals will be conducted using a standard price evaluation matrix. Business Proposals will be evaluated separately for each full and open competition under the three (3) areas of Substantive Involvement (Micro Finance, Business Development Services, and Enabling Environment) and for the small business set-aside (AMAP Support Services Function).

M.6 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on Section M technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award (s) will be made by the Contracting Officer to the responsible offerors whose proposals, conforming to the solicitation, are most advantageous to the Government, based on the Section M technical and cost factors considered.

(c) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (If non-U.S. citizen, give visa status)	

1. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R

14. EMPLOYMENT HISTORY

- Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
- Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (mm/dd/yyyy)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (mm/dd/yyyy)		Days at Rate	Daily Rate In Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative

Date

AID 1420-17 (4/95)

INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric interagency Language Roundtable levels

(Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine social demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other

aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

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ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action <input type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action <input type="checkbox"/> a. Bid/offer/application b. Initial Award c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity	b. Individuals Performing Services (including address of different from No. 10a.) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter

Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No.0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price

ATTACHMENT 5 - MAILING LIST FOR RFP M/OP-01-1363

American Trade and Technology, Inc
8380 Greensboro Drive, Ste
711
McLean, VA 22102

The Van Fleit Group, Inc
903 Waynewood
Blvd.
Alexandria, VA 22308-2609

BXTC Economic Offset/Consultants
P.O. Box 8351
Goleta, CA 93116-6351

B.I.G. Enterprises, Inc
11701 Central Ave., Suite 203
Waldorf, MD 20601

Crystalview Technology Corporation

15375 Barranca Parkway, Ste
1
Irvine, CA 92618

The Bottom Line,
Inc.
168 South 19th
Street
Pittsburgh, PA
15203

Joseph and Associates, Inc.
P.O. Box 444
Lanham, MD 20703-0444

BankWorld Inc.
8500 Leesburg Pike
Vienna, VA 22182

Machome, Inc.
1825 Tulip Street,
NW
Washington, DC 20012

ARD/Checchi Joint Venture
1601 N. Kent Street
Suite 800
Arlington, VA 22209

Development & Training Services, Inc.
1449 Woodhurst Boulevard
McLean, Virginia, USA 22102

Financial Market International, Inc.
4800 Montgomery Lane

Suite 600
Bethesda, MD
20814

International Business & Technical Consultants,
Inc.
8614 Westwood Center Dr., ste 400
Vienna, VA 22

Institute for Social and Economic Development

910 - 23rd Avenue
Coralville, Iowa
52241

IRIS Center at Univ. of
Maryland
2105 Morrill hall
College Park, MD 20742

Abbe Fessenden Value -Add, L.L.C
8115 Fenton Street, Suite 214
Silver Spring, MD 20910

PricewaterhouseCoopers LLC
1616 North Fort Myers Drive
Arlington, VA 22209-3195

Computer Frontiers, Inc.
414 Hungerford
Drive
Rockeville, MD 20850-4125

Nathan Associates, Inc
2101 Wilson Blvd., Suite 1200

Arlington, VA 22201

ABT Associates
Inc.
55 Wheeler Street,
Cambridge
Massachusetts 02138-1168

International Monitoring and Evaluation Division
The QED Group,
LLC
4710 Bethesda Avenue, Suite 201
Bethesda, MD
20814

Saratoga Medical Center, Inc.
11094-D Lee highway, Suite
103
Fairfax, VA 22030

Pan Atlantic Consultants,
5 Milk Street, Portland, Maine 04101

Harlan Lee & Associates

9207 Briary Lane
Fairfax, VA 22031

Media Group of Connecticut,
Inc
7 Maple Street
Weston, CT 06883-1026

WinVision Inc.
3375 Scott Blvd, Suite #304
Santa Clara, CA 95054

FINCA
1101 14th Street
NW
11th
Floor
Washington, DC 20005

HID
One Eliot Street
Cambridge, MA 02174

OI
360 W. Butterfield

Development Alternatives,
Inc.
7250 Woodmont
Ave
Suite 200
Bethesda, MD
20814

ACCION

733 15th Street NW
Suite 700

Washington, DC 20006

OSU

Agricultural Econ.
2120 Fyfee Rd
Columbus, Ohio 43210-1099

OSU
Research
Foundation
1960 Kenny Rd
Columbus, OH-
1063

IMCC

2101 Wilson Blvd.
Arlington, VA 22201

SEEP
777 UN Plaza
New York, NY
10017

The Centech Group, Inc
4600 N. Fairfax
Drive
Suite 400

Arlington, VA 22203

IBTCI
8614 Westwood Center Dr., Ste 400
Vienna, VA

INPUT
14900 Conference Center

Rd
Elmhurst, IL 60126
and

1111 N. 19th Street
Suite 501

Arlington, VA 22209

Chemonics International

1133 29th Street
NW
Washington, DC 20036

ADEMI
Av Pedro Linvio Cedeno
#49, Escenche Luperon
Santo Domingo

ACDI
50 F Street, NW
Suite 900
Washington, DC 20001

Weidemann
2607 N. 24th Street
Arlington, VA 22203

MSI
600 Water Street, SW
Washington, DC 20024

MU
200 Mumford Hall
Columbia, MD
65211

Trg & Program Support Office
Rm 8500
1990 K. Street, NW
Washington, DC 20525

Barents Group, LLC
1676 International Drive
McLean, VA 22102-4828

Booz-Allen & Hamilton
8283 Greensboro Drive
McLean, VA 22102-3838

Drive
Suite 225
Chantilly, VA
201151

New Ideas for export Development Aid,
Inc.
2 Beekman Place
New York, NY 10022-8058
International Mgmt & Marketing
Associates
870 Market Street,

Suite
1145
San Francisco, CA 94102

CARANA
Corporation
4350 North Fairfax Drive
Suite 500
Arlington, VA 22203

Deloitte Touch Tohmatsu International
555 12th Street NW
Suite 500
Washington, DC

ISGROUP, LLC
PO Box 65471
Washington, DC 20035

Innovative Resources, Inc.
402 1st Avenue, South West
Magee, Mississippi 39111-4114

Development Ex.com

Monterey Consultants, Inc.
3572 Dayton-Xenia Road, Suite 115
Dayton, Ohio 45432

Ashford International, Inc.
2305 West Park Place Boulevard, Suite N
Stone Mountain, Georgia 30087

Sigma One Corporation
Research Triangle Park, North Carolina
27709-2836

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ATTACHMENT 6

TOTAL LABOR DISTRIBUTION CHART

Offeror's Name: Firm X

Offeror's Percentage of Total Labor: (50%)

Home Office Staff Utilization: (50%)

Intermittent Staff: (20%)

Consultants: (30%)

Subcontractor #1 Name: Firm Y

Subcontractor's Percentage of Total Labor: (30%)

Home Office Staff Utilization: (50%)

Intermittent Staff: (25%)

Consultants: (25%)

Subcontractor #2 Name: Firm Z

Subcontractor's Percentage of Total Labor: (20%)

Home Office Staff Utilization: (30%)

Intermittent Staff: (20%)

Consultants: (50%)

TOTAL: (100%)

ATTACHMENT 7 - TABLE OF FIXED DAILY RATES* (SEE FOOTNOTE)

<u>LABOR CATEGORY</u>	LEVELS		
	One	Two	Three
Microenterprise Strategic Planning Specialists		_____	_____
Macroeconomics Analysts			
Microenterprise Strategic Design Specialists			
Microenterprise Legal and Regulatory Specialists		_____	_____
Microenterprise Regulatory Analysts			
Banking and Financial Sector			
Legislative Specialists			
Attorneys			
Financial Analysts	_____	_____	_____
Financial Sector Analysts			
Financial Analysts			
Microenterprise Operations Analysts,	_____	_____	_____
Bank Management Specialists			
Business Development Service Experts			
Business Development Services Design Specialists			
Organizational Development Specialist			
Product Design and Marketing Specialists			
Financial Services Experts			
Microenterprise Program Design Specialists			
Management Specialists			
Market Research Specialists.			
Microenterprise Research Specialists	_____	_____	_____
Research Managers			
Field Research Advisors			
Microenterprise/Social Science Advisors.			
Monitoring and Evaluation Specialists,	_____	_____	_____
Microenterprise Monitoring and Evaluation Specialists			
Management Information System Specialists			
Electronic Information Management Specialists			

Program Administrative Specialists

Business and Financial Specialists

Financial Analysts

Microfinance Specialists

Business Development Specialists

Grant Managers

Grants Administrators

Information Management Specialists

Data Base Design/Management Specialists

Senior Microenterprise Editors

Production/Design Editors

Information Management Specialists

Communication Specialists

Microenterprise Training SpecialistsMicroenterprise Training Needs Assessment
Analyst

Curriculum Development Specialist

Organizational Development Specialist

Microenterprise Training Specialist

Training Program Manager

Conference Management Specialist

Project Management Specialist

Business Develop Services Training Specialist

Financial Services Training Specialist

***Offerors shall fill out three (3) separate tables of fixed daily rates for the following periods:**

-Contract Years 1- 3**-Contract Year 4****-Contract Option Year 5**

ATTACHMENT 8 - AREAS OF SUBSTANTIVE INVOLVEMENT AND FUNCTIONS

Illustrative Involvement of Offerors in AMAP

Functions	Areas of Substantive Involvement		
	Micro Finance	Business Development Services	Enabling Environment
Strategic Planning			
Institutional Support			
	Offeror 1	Offeror 1	
Human Capacity Development	Offeror 2	Offeror 2	Offeror 2
Monitoring and Evaluation		Offeror 4	Offeror 3
Knowledge Generation			
AMAP Support Services	Small Disadvantaged Firm		

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